

COMMITTEE AMENDMENT FORM

Committee Finance/Executive Page Number(s) 3

Ordinance I.D.# 01-0-1928 Section(s) 6

Resolution I.D.# _____ Paragraph _____

Date 11/28/01

Amendment: Add "Section 6: That all ordinances or
parts of ordinances in conflict herewith are hereby
waived."

**A SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

A SUBSTITUTE ORDINANCE AUTHORIZING RENEWAL AGREEMENT NUMBER 1 WITH TRW, INC. FOR THE CITY OF ATLANTA'S CITYWIDE RADIO SYSTEM MAINTENANCE AGREEMENT FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT OF \$1,477,399.00 WITH THE OPTION TO RENEW FOR EACH OF FOUR (4) ADDITIONAL YEARS WITH FIRM, FIXED RATES ANNUALLY; TO WAIVE THE PROVISIONS OF CITY CODE SECTIONS 2-1188 AND 2-1205 TO THE CONTRARY AS TO THIS TRANSACTION; ALL COSTS TO BE PAID FROM THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBERS; AND FOR OTHER PURPOSES.

WHEREAS, on or about January 16, 1994, the City of Atlanta ("City") selected TRW to serve as the general contractor to design, construct, and install a complete, integrated communications system for the City; and

WHEREAS, the City and TRW have in existence a maintenance agreement relating to the Citywide Radio System (the "TRW ACRS Maintenance Agreement"), and TRW has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement; and

WHEREAS, since 1997, TRW has served as the City's point of contact for all technical issues regarding the E911 Emergency Communications Center data systems that were provided under the TRW ACRS original contract; and

WHEREAS, effective maintenance of a large, integrated system requires a thorough knowledge of the subsystems to support daily operation and, in the event of system outage, the capability to quickly and accurately diagnose problems and deploy the appropriate resources to effect repairs; and

WHEREAS, over the past few years, TRW has developed and maintained a good working relationship with the City's technical service providers, gained an in-depth understanding of the subsystems and their interfaces, and is qualified to perform maintenance for these systems; and

WHEREAS, TRW will continue its existing approach for maintenance and technical support of ACRS and other system components in order to ensure reliable operation of the systems at all times including providing, among other things, 7-day/24 hour major systems corrective maintenance; single point of contact for system repair; on-site maintenance and technical support during normal office hours; technical support as requested to solve routine

problems and evaluate and implement new capabilities; tracking of inventory and repairs; and management of service contracts with key subsystem suppliers/vendors; and

WHEREAS, the City and TRW wish to renew the TRW ACRS Maintenance Agreement for a period of one (1) year with the option to renew for each of four (4) additional one (1) year terms; and

WHEREAS, the Purchasing Agent has determined that TRW's services in connection with this agreement constitute a sole source pursuant to City Code Section 2-1191 inasmuch as TRW provided all of the computer programming and software which merged or integrated technologies used in developing the communications system, all of which is proprietary; and

WHEREAS, the City and TRW desire to enter into a appropriate contractual agreement reflecting Renewal Agreement Number 1; and

WHEREAS, the Department of Administrative Services has recommended that this transaction is in the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City for Renewal Number 1 to the existing TRW ACRS Maintenance Agreement beginning January 1, 2002 to, through, and including December 31, 2002 for a grand total system maintenance cost of not to exceed One Million Four Hundred Seventy-Seven Thousand Three Hundred Ninety-Nine Dollars (\$1,477,399.00).

SECTION 2: That the TRW ACRS Maintenance Agreement shall be renewed for a period of one (1) year with the City's option to renew for each of four (4) additional one (1) year terms to, through, and including December 31, 2006, with firm, fixed prices for each such annual term pursuant to TRW's Statement of Work dated August 17, 2001. Renewal Agreement Number 1 and each renewal thereafter shall be subject to and expressly contingent upon the City's appropriation of sufficient funds to support each renewal term.

SECTION 3: That the requirements of Sections 2-1188 and 2-1205 of the Procurement and Real Estate Code of the City are waived as to this transaction.

SECTION 4: That Renewal Agreement Number 1 with TRW shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

SECTION 5: That all costs associated with this transaction shall be charged to and paid from the following fund, account and center numbers: General Fund, fund account center number 1A01 523001 T51013 in an amount not to exceed \$1,043,044.00 and the following Enterprise Funds, fund, account center numbers 2H21 523001 R21001, in an amount not to exceed \$132,966.00; 2J21 523001 Q27501 in an amount not to exceed \$138,876.00; 2J01 523001 M51001 in an amount not to exceed \$78,302.00; 2J01 523001 M52000 in an amount not to exceed \$84,211.74.